

Residential Property Tribunal for Wales

Y Tribiwnlys Eiddo Preswyl

Rent Assessment Committee

Reference RAC/0002/04/26

In the matter of Rhuddgaer Dwyran Llanfairpwll LL61 6BJ

and in the matter of an application under the Renting Homes (Wales) Act 2016

and the Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022

Applicant: Jennifer Hollis (Tenant)

Respondent: The Most Honourable The Marquess of Anglesey – Plas Newydd Estate (Landlord)

Committee: Gwyn Eirug Davies -Tribunal Judge
Hefin Lewis FRICS– Surveyor member
Eifion Jones JP – Lay member

Decision:

A market rent of £1,275.00 per month was determined by the Committee with effect from 12th April 2026.

1. The applicant is Jennifer Hollis (the Applicant). She is the joint holder with David Devalle of a periodic standard occupation contract for the property known as Rhuddgaer Dwyran Llanfairpwll (the Property). The occupation date noted in the contract is 1st April 2010 which is the date when a joint tenancy was created. Ms Hollis and Dr Devalle have however both occupied the Property continuously for thirty years.
2. The Respondent to the application is The Most Honourable The Marquess of Anglesey (the Respondent). The Property is part of the Plas Newydd Estate. The Respondent is represented by his agent Andrew Howard-Green of Anglesey Settled Estates.

3. Following the implementation of the Renting Homes (Wales) Act 2016 (the Act) on the 1st December 2022 the Applicant's tenancy was converted to a periodic standard contract.
4. On the 11th February 2026 the Respondent served notice in prescribed form on the Applicant of an intention to increase the rent to £2,200 per month as from the 12th April 2026. The current rent is £680 per month which has been the case since April 2011.
5. The Applicant objects to the proposed increase and on the 10th April 2026 she applied to the Rent Assessment Committee to determine the rent for the Property. Directions were issued by the Procedural Chairman on the 6th May 2026.
6. The tribunal panel inspected the Property on the morning of the 11th August 2026 in the presence of the Applicant, Dr Devalle and Mr Andrew Howard-Green.
7. An oral hearing was conducted remotely on the 3rd September 2026 with the Applicant and Mr Howard-Green in attendance. Dr Devalle also contributed to the hearing.
8. In addition to the oral evidence of the parties we have considered all the documentary evidence provided which includes, i) Application to the Rent Assessment Committee (form RAC4), ii) Notice of Variation of Rent (form RHW12), iii) Directions Order 6th May 2026 iv) Respondent's Witness statement dated 2nd June 2026 together with appendices, v) Applicant's Witness statement and attachments dated 1st July 2026, vi) numerous photographs, both current and historical, submitted by the Applicant.
9. As the Applicant (and Dr Devalle) occupy the Property under a periodic standard occupation contract then, section 123 of the Act applies to the variation of the rent, whereby a landlord must give two months' notice to increase the rent using form RHW12. This requirement has been complied with.
10. As the Applicant occupied the Property prior to the 1st December 2022 under a shorthold tenancy agreement then she has the right to challenge the proposed rent increase.
11. Regulation 3(2) of The Renting Homes (Rent Determination) (Converted Contracts) (Wales) Regulations 2022 (the Regulations) provides that an application to the Rent Assessment Committee must be made in the prescribed form within two months of receipt of the notice of variation of rent. This requirement is satisfied.

12. Regulation 4 of the Regulations provides that a Rent Assessment Committee must determine applications made under Regulation 3 in accordance with the assumptions contained in Regulation 6.

13. Regulation 6 provides:

6. When making a determination of rent for a dwelling under these regulations, a rent assessment committee must determine the rent at which it considers the dwelling concerned might reasonably be expected to be let in the open market by a willing landlord under the same type of relevant converted contract as that to which the notice under section 104 or 123 of the Act relates, assuming that –

(a) the relevant converted contract begins on the date specified in the notice under section 104 or 123 of the Act,

(b) the granting of a contract to a sitting contract-holder has no effect on the rent,

(c) any increase in the value of the dwelling attributable to a relevant improvement carried out by a person who at the time it was carried out was the relevant tenant or licensee or relevant contract holder has no effect on the rent, if the improvement was carried out-

i) otherwise than in pursuance of an obligation to the immediate landlord, or

ii) pursuant to an obligation to the immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of the improvement

(d) any reduction in the value of the dwelling attributable to a failure by the relevant tenant or licensee or relevant contract-holder to comply with any terms of the relevant preceding tenancy or licence or relevant converted contract has no effect on the rent

(e) where the landlord or superior landlord is liable to pay council tax in respect of a hereditament of which the dwelling forms part, under Part 1 of the Local Government Finance Act 1992, the amount of council tax which, as at the date on which the notice under section 104 or 123 was served, was set by the billing authority-

(i) for the financial year in which the notice was served, and

(ii) for the category of dwellings within which the relevant hereditament fell on that date, has an effect on the rent, but any discount or other reduction affecting the amount of council tax payable has no effect on the rent, and

(f) neither the landlord nor a superior landlord is paying rates in respect of the dwelling.

14. Regulation 5 confirms that the rent determined by the Rent Assessment Committee will take effect from the date specified in the RHW12 notice, in this instance being the 12th April 2026.
15. The Property is semi-detached and is described as a Georgian style farmhouse. A larger farmhouse has been divided into two properties being the Property and Rhuddgaer Bach. The Property extends to some 3,337 square feet across two floors. The Property comprises a large entrance hall, a living room, a kitchen/diner, a utility room, four bedrooms a box room and two bathrooms. There is also a garden area to the side and front, The access roads are shared with the adjoining property and a large working farm. There is an area for parking two cars at the rear.
16. The parties both gave evidence at the hearing. In reaching our determination we have focussed on the relevant evidence.
17. The Respondent seeks an increase in the rent to £2,200 per month. The Respondent's witness statement contains a description of the Property supported by floor plans. The proposed annual rent amounts to £7.91 per square feet.
18. The Respondent offers details of six comparable lettings within the Plas Newydd Estate portfolio by way of comparable evidence. There is also an analysis of the rent generated for these properties. The properties are referred to by letter for data protection although the full addresses are shown later in the statement. The properties are:

Property A	4 bed	1960 sq ft	rent £2,250 pcm.
Property B	3-4 bed	1629 sq ft	rent £1600 pcm
Property C	3 bed	950 sq ft	rent £1300 pcm
Property D	3 bed	1485 sq ft	rent £1035 pcm
Property E	2 bed	980 sq ft	rent £950 pcm
Property F	2 bed	1399 sq ft	rent £1195 pcm
19. The Respondent's statement provides a comparison of the rent generated for these properties on a square foot basis per annum and identifies that although the Property has the largest square footage it has the lowest rent per square foot. Whilst increasing the rent to £2,200 per annum would represent what the Respondent considers to be a fair and reasonable open market rent; it would still not place the Property on an equivalent rental value basis to the comparable properties.

20. The Respondent's statement also provides details of the programme of repair and maintenance carried out between April and July 2025 together with the costs incurred. In particular the Respondent argues that the roof repairs completed in August 2025, which included the replacement of around 600 slates, has resolved the damp issues leaving only cosmetic internal decoration work outstanding.
21. In correspondence with the Respondent's agent, the Applicant proposed an increased rent of £900 per month. During the hearing the Applicant acknowledged that an increase in the rent is inevitable and that a rent of around £1000 per month may be fair and reasonable.
22. The Applicant argues that it is not appropriate to calculate a market rent by reference simply to the square footage of the Property. This is a unique semi-detached property surrounded by a busy working farm. The Applicant argues that the only true comparable is the adjoining property, namely Rhuddgaer Bach which currently yields an annual rent of £1035. It is of similar structure with three bedrooms but smaller in size. The Applicant's statement includes a copy of a brochure produced by Jones Peckover (the previous agents) suggesting that the two properties are broadly similar and that *"the main difference between the properties being the fact that Rhuddgaer has a large entrance hall, stairway and landing which does not therefore provide any extra accommodation"*. The Applicant argues that Rhuddgaer Bach is in better condition benefitting from more investment over time and having had energy related improvements including insulation, solar panels and heating improvements.
23. The Applicant draws attention to additional features which she believes should be taken into account when calculating the rental value. She notes the semi-detached nature of the property, the working farm setting, the shared access and the condition of this access in particular after heavy use, the long-standing damp and leak related damage, the repair history, the outstanding work still required, poor condition of the carpets, unreliable water pressure, high heating costs, historic treatment of the walled-garden and garden, boundary arrangements and tenant funded improvements.
24. In summary the Applicant's case is that a rent per square foot calculation is misleading unless substantial deductions are made for condition amenity, setting, usability and running costs.
25. The Applicant provides details of tenant funded improvements, which include kitchen fittings and pine cupboards, utility-room worktops, shelving and other fitted and non-fitted furniture, shower and related fittings, rugs carpets and curtains. The Applicant also states that in 2008 she arranged insulation through a company Hillserve for the Property and Rhuddgaer Bach, although it

is unclear whether or not the Applicant was reimbursed the cost of the insulation.

26. It is noted that the Respondent refers to the walled garden being included in the tenancy agreement. The occupation contract does not contain a detailed description of the land included in the tenancy. A letter dated the 12th June 2017 however from Jones Peckover records the extent of the land included in the letting. The walled garden is not included in the letting, but rather specific permission is given to the Applicant by way of a licence to use the walled garden.
27. Although we do not review all the evidence in this decision we have taken into account all the evidence provided both orally and in writing. We have also reflected upon our inspection of the Property, and we are grateful to the parties for their cooperation in that regard.
28. We conclude that of the properties advanced by the Respondent by way of comparable evidence, properties A and B are the nearest comparable in terms of the number of bedrooms and floor area. Property D is the adjoining property Rhuddgaer Bach. The rent for these three properties (property A £2250, property B £1629 and property D £1035) produces an average monthly rental of £1,638. A comparable figure based on average floor area ([3337@0.94](#)) produces a figure of £3,136 say £3,100 per month.
29. The most appropriate and relevant comparator is Rhuddgaer Bach, being the other half of the same building. It is closer in location, setting and structure than the Respondent's wider comparables. The Respondent's other comparables are largely detached properties which reduces the cogency of the evidence. We accept the Applicant's argument that semi-detached farmhouse located in a setting of a working farmyard is not equivalent to a detached rural house. Factors such as a shared structure, shared access, proximity to farm traffic and activity, privacy, water supply and boundary arrangements are more than incidental matters and affect rental value.
30. We were not entirely convinced that the damp issue has been resolved both in the roof and other areas as evidenced during our inspection. Not all the roof slates were replaced during the recent renovation.
31. We do not consider that the market rent can be assessed simply by reference to floor area and for a property of this nature regard must be had to the wider issues. Using the Tribunal's own knowledge, expertise and experience we consider the rental value to be £1,650.00 pcm.
32. From this amount we have made adjustments to reflect the following factors:
 - i) Semi-detached property £50

ii)	Damp penetration	£50
iii)	Decorative condition	£50
iv)	Working farm setting	£25
v)	Water pressure	£25
vi)	Poor access	£25
vii)	Heating costs	£50
viii)	Dated kitchen and bathroom	£50
ix)	Tenant funded improvements	£50
		£375.00

33. In the circumstances we therefore determine the market rent to be £1,275.00 pcm. This new rent is payable from the 12th April 2026.

Dated the 9th September 2026

G E Davies

Tribunal Judge